

**SBCC Memorandum of Understanding Meet  
and Confer with Faculty Association  
Noncredit (Reopeners)**

July 1, 2020 - June 30, 2023



**SANTA BARBARA  
CITY COLLEGE**

# **SBCC Memorandum of Understanding**

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## **1. Purpose of Memorandum**

This Memorandum is intended to be a comprehensive statement of compensation and other rights related to issues of employment given to the noncredit faculty of Santa Barbara City College. This represents the previously agreed upon rights granted to noncredit faculty through past meet and confer processes that will remain in effect and additional rights granted for the period from July 1, 2020 through June 30, 2023.

## **2. Noncredit Faculty Group Defined**

The noncredit faculty group includes all faculty employed to teach noncredit courses through the SBCC School of Extended Learning and/or through Santa Barbara City College.

## **3. Faculty Association Noncredit MoU Negotiation Committee**

Noncredit faculty may appoint representatives from the School of Extended Learning noncredit faculty association to participate in negotiations for the Memorandum of Understanding with the District. The District and the Faculty Association Noncredit "FAN" agree that participation of noncredit faculty on this committee is important, and should be compensated to a limited degree. Effective July 1, 2020, the FAN MoU Negotiation Committee shall receive compensation for such associated activities. Compensation shall be at the non-instructional rate of \$30 per hour for each meeting plus one hour of prep time for each meeting. Compensation shall not exceed a total of 60 hours in any academic year.

## **4. Term**

This memorandum of understanding is for a three (3) year term, effective July 1, 2020 through June 30, 2023. It is agreed by both parties that at the request of either party they shall meet and negotiate changes to Article 6-Compensation and two articles of each party's choosing and/or one new article for fiscal years 2021/22 and 2022/23. Any such request to meet and negotiate said articles shall be submitted in writing to the other party no later than March 15 of the year preceding the fiscal year subject to such negotiation.

## **5. Equal Treatment Provision**

Noncredit instructors shall receive general salary schedule increases no less favorable than those negotiated with the classified and faculty unions.

## **6. Compensation**

Noncredit faculty are paid in accordance with "Salary Schedule 25: Noncredit Adjunct Instructor Salary Table" as referenced on the SBCC Human Resources website. Please see attached Appendix A. The Salary Schedule 25 lecture rate shall (a) add three steps at an incremental increase of 4% from the prior step; (b) include a 4.25% bonus for any Master's degree or higher from an approved accredited institution beyond the required minimum qualification for the discipline in which the faculty teaches; (c) there shall be no rate increases except for the additional steps and the advanced degree as defined above. The lab rate shall be 75% of Schedule 25 lecture rate. These changes shall be effective as of July 1, 2020. Salary placement on the salary schedule shall be determined by the District according to the following criteria:

### **6.1 Salary Placement**

**6.1.1** Regular credit contract or credit part-time faculty with the Santa Barbara Community College District who also teach as noncredit faculty shall be granted one step for each complete year of teaching experience (75 percent or more of the days in the contract college year) in the Santa Barbara Community College District.

**6.1.2** New noncredit faculty are placed on Step 1. A one-step advance is permitted after completion of each 190 clock hours of noncredit hourly teaching assignments in the District. New totals are computed once each year on the basis of hours taught for the Summer sessions, Fall, and Spring semesters. Advancement to the next higher step, when earned, becomes effective at the beginning of the following Fall semester.

### **6.2 Lecture/Lab Compensation**

**6.2.1** Noncredit Faculty are paid in accordance with the number of lecture and lab hours assigned to a course as approved in the Course Outline of Record (COR) and as subsequently scheduled in Banner. Noncredit faculty are paid at the lecture rate for the total lecture hours and at the lab rate for the total lab hours as per the COR.

### **6.3 Large Class Compensation**

**6.3.1** Pursuant to Administrative Procedure 7210 - Academic Employees: Faculty, for any class that meets at least six times and has an enrollment of 61-96 students, compensation will be at one and one-half times the regular hourly rate. For any class that meets at least six times and has an enrollment of at least 97 students, compensation will be at twice the regular hourly rate. The determination of class size for establishing the rate of compensation shall be based upon the

enrollment figures at the end of the second week. Teaching large classes is voluntary.

#### **6.4 Noncredit Faculty Placement and Advancement on the Credit Adjunct Instruction (Salary Schedule 11)**

**6.4.1 Placement:** For purposes of initial placement on the Credit Adjunct Instruction salary schedule, adjunct instructors teaching credit courses will advance one step for every 525 hours of teaching noncredit courses offered as part of the College's Extended Learning programs.

**6.4.2 Advancement:** Assuming instructors teaching credit courses spend a minimum of 1 hour outside of class (e.g., preparation of lectures, grading papers, office hours, completing administrative requirements pertaining to the class) for every lecture hour in class (teaching load unit/TLU), it would require 35 hours of time per lecture credit TLU. For the purpose of initial placement and advancement on the Credit Adjunct Instructor Salary schedule, credit adjunct instructors would be advanced one step for every 15 credit TLUs/525 hours of noncredit instruction (15 TLUS X 35 hours per TLU = 525 hours) taught in the college's Extended Learning Programs.

#### **6.5 Noncredit Faculty Liaison Role, Curriculum Development Rights, and Compensation**

**6.5.1** As needed, a noncredit faculty member may be asked to serve as a liaison or coordinator for a particular program. The role of a liaison or coordinator is akin to that of a credit chair, with scheduling, curriculum and evaluations as the primary functions of the liaison.

**6.5.2** Noncredit faculty are entitled to develop noncredit courses and programs, and must comply with collaborative and noncompetitive concepts contained in the SBCC noncredit Curriculum Guide, reviewed and approved periodically by the Academic Senate.

**6.5.3** Noncredit faculty shall be compensated for liaison or coordinator work or curriculum development work through approved stipends in accordance with SBCC policy.

**6.5.4** Noncredit faculty are paid by approved stipend for non-instructional work assigned by the area Vice President or designee at a rate of \$50 per hour for faculty related work (e.g., curriculum development and conducting evaluations), and \$35 per hour for meetings and professional development (e.g., Noncredit Faculty Work Group, committee participation, evaluation training, professional development), or other such amount as may be mutually agreed upon. Each of these rates shall be

increased based on general salary increases to Salary Table 25. Each of these rates will be increased by any general salary adjustment for non-credit faculty.

## **6.6 Longevity Differential**

**6.6.1** A noncredit faculty member qualifies for a 5% Longevity Differential of the applicable hourly rate under these conditions:

- a) They have a cumulative employment with SBCC for a minimum of 15 years, and
- b) They have a minimum of 2,000 hours of accumulated noncredit instructional time\* at SBCC, not including credit instruction.

The computation for accumulated hours begins on the first day that the noncredit faculty member taught their first noncredit class at SBCC. The differential will apply beginning with the academic year 2021.

\* "Noncredit instructional time" is defined as instructional time in a class that receives state apportionment and the instructor fulfills the minimum qualifications as instructor as required by the state.

## **6.7 FAN Board**

District will compensate the FAN Board Members (average 5-7 members)

- a) board members \$2,450.00
- b) FAN President \$2,205
- c) Total:  $2450 + 2205 = \$4,655.00$  academic term

**\$4,655.00, 2020/21 retroactive**

**\$4,655.00, 2021/22 retroactive**

**\$4,655.00, 2022/23**

Each of these rates will be increased by any general salary adjustment for non-credit faculty

## **7. Professional Development**

FAN and the District will collaborate to create and deliver relevant professional development to support student success. District will provide to faculty up to 5 hours of paid time for professional development (other than faculty in-service) from any source mutually agreed upon between the faculty member and SEL VP or designee per Fall and Spring terms, upon verification of attendance.

## **8. Evaluation of Noncredit Faculty**

*The parties agree that upon the completion of a revised evaluation procedure, they will meet to incorporate the changes into this MOU.*

**8.1** All new and continuing noncredit faculty shall be evaluated by a peer from the noncredit programs as assigned by the area Vice President or designee. All assigned evaluators are trained to properly observe and evaluate performance relative to an approved noncredit course outline, in an equitable, fair, legal and effective manner.

**8.2** A noncredit faculty member who also teaches credit courses will be evaluated for the noncredit classes by the noncredit evaluation procedure.

**8.3** The responsibility for noncredit faculty evaluation rests primarily with the noncredit faculty. Peer review guides the evaluation process. Extended Learning shall allocate resources to achieve the following:

- a) Training of noncredit faculty evaluators with regard to the conduct of fair, legal, and effective faculty evaluations;
- b) Support for evaluation procedures; and
- c) Effective and meaningful opportunities for growth and improvement of performance.

**8.4** The evaluation of all noncredit faculty shall be directed toward the achievement of the following objectives:

- a) To ensure quality instruction and student support services;
- b) To share ideas for quality instruction and service to students with other faculty;
- c) To identify areas of strength and/or areas needing improvement, and to develop a plan for improvement, if needed.

**8.5** It shall be the responsibility of each noncredit faculty group member to participate in his/her own evaluation. The Vice President of the School of Extended Learning or designee is responsible for ensuring that evaluations are completed on schedule and according to procedure.

**8.6** Evaluations are based on the following performance criteria:

**8.6.1** Demonstration of expertise in academic discipline and/or area of assignment;

**8.6.2** Effectiveness in teaching and/or performance of job responsibilities;

**8.6.3** Adherence to the mission of the college and School of Extended Learning;

**8.6.4** Fulfillment of noncredit responsibilities to the District with respect to adhering to the COR, entering positive attendance, grades and SLOs in a timely manner,

responding to official college communication in a timely manner; and fulfilling any other District obligation of noncredit faculty.

## **8.7 Evaluation Process**

**8.7.1** All new noncredit faculty shall be evaluated during the first, second, and fourth consecutive semesters of employment or re-employment even if a break in service occurs. Noncredit faculty who teach solely in the summer shall be evaluated in the first, second, and fourth consecutive summer sessions of employment or re-employment. All continuing noncredit faculty (i.e., those who have been evaluated during the first, second, and fourth consecutive semesters of employment or re-employment) shall be evaluated at least once every three years. Noncredit faculty returning after a leave of absence of two or more semesters who have been evaluated at least three times shall be evaluated the semester they return and then at least once every three years.

**8.7.2** The area Vice President or designee shall provide the evaluator (as identified by the Area Vice President) with a list of noncredit faculty who must be evaluated. By the second week of instruction, the evaluator shall inform the evaluatee of the evaluation in the current semester. The evaluator may not assign a designee.

**8.7.3** The evaluator shall review a copy of the most recent confidential evaluation report. The evaluator shall also communicate with the evaluatee regarding the materials the evaluatee needs to provide as well as to set up times for observation and distribution of student/client surveys with a minimum one-week notice.

**8.7.4** The evaluatee shall provide all course syllabi. At the discretion of the evaluator, the evaluatee shall also provide assignments used to determine achievement of the course student learning outcomes plus any other relevant course/job performance materials such as sample course participation assignments, and/or web-based course materials for review by the evaluator.

**8.7.5** The evaluator shall observe the evaluatee in the performance of his/her duties for a minimum of 50 minutes of instruction. For faculty who teach asynchronous online courses, an evaluator will be trained to review pedagogy used in the delivery of the online class and evaluate evidence of regular, effective, and substantive faculty student contact.

**8.7.6** The evaluator shall administer an anonymous written student/client survey in all sections taught (except co-requisite laboratory courses, unless it is the only section taught). The student/client survey can be customized to the needs of the program and approved by the Academic Senate. The surveys shall be conducted by the evaluator or designee without the evaluatee present. Student/client survey



data are confidential and private personnel information, not public documents, and they are components of an employee's performance evaluation. To ensure objectivity and independence there shall be no discussion about the faculty member or the course.

**8.7.7** After the observation and collection of student/client surveys, the evaluator shall prepare a confidential evaluation packet that includes a determination of satisfactory, needs improvement, or substandard. The evaluator, in consultation with the area Vice President and program manager, shall make this determination. The evaluator shall give a copy of the evaluation packet to the evaluatee. The evaluation packet, signed by the evaluator, the area Vice President, and the evaluatee, shall include the following:

- a) A compilation of the student surveys, including an accurate tabulation of qualitative results and a transcription of written student survey data that protects the anonymity of the individual student responses.
- b) Noncredit Faculty Observation with evaluator's written comments (observations, student/client surveys and discussion, and evaluation of additional activities approved by the department if applicable).
- c) Noncredit Faculty Evaluation Summary indicating the overall performance of the noncredit faculty member (satisfactory, needs improvement, substandard).

**8.7.8** The evaluatee's signature on the Observation and Evaluation Summary forms indicates understanding of the evaluation, not necessarily agreement with the content. An evaluation is considered complete once the evaluator has signed the Evaluation Summary Form and all required components of the packet have been shared with the evaluatee.

**8.7.9** The evaluation packet shall be completed by the last day of the semester as designated on the District calendar for the semester in which the evaluation is conducted and a copy shall be given to the evaluatee. The completed evaluation packet shall be submitted to the area Vice President within 5 business days after the last day of the semester as designated on the District calendar for the semester. With the exception of an optional addendum from the evaluatee, no alterations or additions shall be made to the evaluation report once the evaluatee has signed it. An evaluatee's optional addendum must be submitted within 10 days to the area Vice President. The office of the area Vice President shall keep completed evaluations electronically. All persons involved in any evaluation activity are expected to treat information obtained in the course of the evaluation confidentially.

**8.7.10** Needs Improvement. If a noncredit faculty member receives an evaluation of Needs Improvement, the evaluator, the evaluatee, and the area Vice President shall

develop a written faculty professional development plan for improvement. The plan for improvement shall include a statement of specific areas needing improvement (based on the applicable Performance Criteria) and the measures for determining if improvement has occurred. This plan shall become part of the evaluation packet. The evaluatee and the evaluator will sign the plan for improvement by the last day of the semester as designated on the District calendar for the semester in which the evaluation is conducted. The plan is considered complete once signed by the evaluatee and evaluator. A copy of the plan shall be submitted to the area Vice President as part of the evaluation report. The evaluatee may submit comments about the plan and these comments become part of the evaluation packet.

**8.7.11** A follow-up evaluation shall occur in the next immediate assigned semester. The evaluator shall indicate in a written report whether or not the specific areas for improvement have been satisfactorily achieved. If the plan for improvement is satisfactorily achieved, no additional requirements will be placed on the evaluatee and he/she will return to satisfactory status in the evaluation cycle. If the evaluator in consultation with the area Vice President determines that the plan for improvement is not satisfactorily achieved, then they will determine whether to designate the evaluation as Needs Improvement or Substandard.

**8.7.12** Substandard. If the evaluator in consultation with the area Vice President determines that the evaluatee's performance is substandard, the evaluatee will not be rehired. The evaluatee maintains his/her due process rights throughout the evaluation, and may seek redress through the grievance process as enumerated in Board Policy/Administrative Procedure 7216 - Faculty Grievances.

**8.7.13** Short Courses. Short courses are those that meet for 16 or fewer hours per course per term. Noncredit faculty whose sole assignment is one or more short courses shall be observed in the first term of employment as outlined above. Student surveys will also be conducted in all courses in the first and in subsequent terms if the faculty member is rehired. If the result of the initial observation is Satisfactory, the faculty member will be reevaluated three years from the initial term of observation unless student survey results in subsequent semesters indicate a need for improvement. In any instance when the evaluation and/or student survey data indicate Needs Improvement or Substandard, the procedures for the evaluation of the noncredit faculty outlined above, shall apply.

**8.7.14** The Observation Report and Evaluation Summary Report are attached together as Appendix B.

**8.7.15** Evaluations and Compensation: A noncredit faculty member who serves as an evaluator, shall be paid a total of four (4) hours for conducting the evaluation process and the evaluatee shall be paid one hour for the consultation meeting with the evaluator. In addition, the evaluator shall be paid for any associated mandatory

training. Under special circumstances, a needs improvement evaluation may require more work by the evaluator to develop an improvement plan. In a needs improvement scenario, faculty shall be compensated for the hours spent in addition to the four hours of a satisfactory evaluation.

**8.7.16** The parties agreed upon the completion of a revised evaluation procedure, they will meet to incorporate the changes of this MOU.

## **9. Procedures for Noncredit Faculty Reassignment Rights**

### **9.1 Scheduling Priorities**

**9.1.1** Course offerings are created according to the School of Extended Learning strategy to offer courses and programs that best serve student needs. Program leaders (Vice President, managers and assigned noncredit faculty liaisons/coordinators), in consultation with appropriate faculty, are responsible for determining noncredit faculty assignments and scheduling. The decisions will be based on qualifications, experience and recency in teaching the course.

### **9.2 Assignment of Noncredit Faculty**

**9.2.1** All noncredit faculty assigned to teach a course must:

- a) Meet the State-mandated minimum qualifications for the discipline;
- b) Demonstrate an ability to prepare adequately for a specific course;
- c) Possess effective teaching skills; and
- d) Actively include equity, diversity, and inclusionary practices and principles in their pedagogy.

### **9.3 Rehire Preference**

**9.3.1** After teaching a course of any length for four successively offered terms (not including summer sessions) a noncredit faculty member will attain rehire preference for that specific course when offered.

### **9.4 Needs Improvement or Substandard Evaluations**

**9.4.1** A noncredit faculty member loses preference for rehire after two consecutive "Needs Improvement" evaluations, or one "Substandard" evaluation.

### **9.5 Breaks in Service**

**9.5.1** A noncredit faculty member will lose rehire preference for a course if they decline an offer to teach that course for two terms that it is regularly offered (not

including summer sessions) within a three year period. After a break in service, rehire preference can be reestablished in accordance with paragraph 9.3 above.

## **9.6 Grievance**

**9.6.1** If a noncredit faculty member believes that this procedure has been violated, a grievance may be filed utilizing procedures consistent with those contained in District Administrative Procedure 7216 - Faculty Grievances.

### **9.6.2 DEFINITIONS**

**9.6.3** A "grievance" is a formal written allegation by a grievant that they or the Association has been adversely affected by a violation of the specific provision of this Agreement. Actions to challenge or change the policies of the District not covered by this Agreement must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this college district and not covered by this Agreement

**9.6.4** A "grievant" is any one or more unit members covered by the terms of this Agreement who pursues a grievance or the FAN Association acting in pursuit of a grievance. It is agreed that FAN the Association may pursue a grievance on behalf of three (3) or more unit members who are in substantially similar positions and have been adversely affected by a violation of the same specific provisions of the agreement. In such cases the unit member has the option to be included within the group represented by FAN the Association; having chosen to be included, the unit member relinquishes the right to pursue their own grievance.

**9.6.5** A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business. The timelines set forth herein may be extended by mutual agreement between the District and the grievant. A request by either party to extend the time lines will not be unreasonably denied.

**9.6.6** The "immediate supervisor" is the relevant program administrator manager lowest level non-unit certificated supervisor(s) designated by management to administer grievances and having immediate jurisdiction over the grievant. When the Association is the grievant acting on its own behalf rather than on the behalf of a unit member or members, then the immediate supervisor is the appropriate Vice President or Vice President, Human Resources, depending upon who has jurisdiction over the subject covered by the grievance.

**9.6.7** The "appropriate administrator" is the Vice President of the area concerned.

**9.6.8**"Conferee" is any person whom either party wishes to have as an advisor.

### **9.7.1 REPRESENTATION**

**9.7.2** Either party may have a conferee present at any or all levels of the Grievance Procedure.

### **9.8.1 INFORMAL LEVEL**

**9.8.2** The District and the FAN are committed to resolving grievances at the earliest stage. Every effort will be made to resolve complaints through informal conferences between the parties involved. FAN president or designee may will be available to assist in conciliation.

**9.8.3** Before filing a formal grievance the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

### **9.9.1 FORMAL LEVEL**

#### **9.9.2 STEP ONE:**

1. Within twenty (20) days after the grievant knew or by reasonable diligence should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present their grievance in writing on the appropriate District form to the relevant program administrator their immediate supervisor with a copy to the Grievance Officer of the Faculty Association Noncredit (FAN).
2. This statement shall be a clear, concise statement of the grievance, indicating which provision of the Agreement is alleged to have been violated or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
3. Upon the request of either party, a face to face meeting will be held.
4. The supervisor shall communicate their decision to the unit member in writing within ten (10) days after receiving the grievance. The time for this response may be modified in advance by mutual agreement of the parties. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. If the grievant is the Association acting on its own behalf, the grievant appeals directly to Step Three, by passing Step Two.

#### **9.9.3 STEP TWO:**

1. In the event the grievant is not satisfied with the decision at Step One, they may appeal the decision in writing to the appropriate administrator within ten (10) days.
2. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
3. Upon the request of either party, a face to face meeting will be held to discuss the grievance and appeal.

4. The appropriate administrator shall communicate their decision within ten (10) days after receiving the appeal. The time for this response may be modified in advance by mutual agreement of the parties. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

#### **9.9.4 STEP THREE:**

1. If the grievant is not satisfied with the decision at Step Two, they may within ten (10) days appeal the decision on the appropriate District form to the Superintendent/President or their designee, provided that their designee is not the same person as at Step Two. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
2. Upon the request of either party, a face to face meeting will be held to discuss the grievance and appeal.
3. The Superintendent/President or their designee shall communicate their decision to the grievant within ten (10) days. The time for this response may be modified in advance by mutual agreement of the parties. If the Superintendent/President does not respond within the time limit provided, the grievant may appeal to the next level.

#### **9.9.5 STEP FOUR:**

1. If the grievant is not satisfied with the decision at Step Three, they may within ten (10) days file a written appeal regarding the decision on the appropriate District form to the Board of Trustees.
2. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The Board of Trustees, or their designee, shall communicate their decision to the grievant within ten (10) days. The decision of the Board of Trustees shall be final.

## **10. Committee Participation**

### **10.1 Committee Seats**

#### **10.1.1. Curriculum Advisory Committee:**

- a) The Noncredit Faculty representative appointed to the Curriculum Advisory Committee shall receive compensation for such membership and associated activities;
- b) Compensation shall be at the non-instructional hourly rate of \$35;
- c) Compensation shall not exceed 144 hours in any academic year;
- d) Represents a monthly average of 12 hours, but is not a monthly limit.

- e) The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee.

#### **10.1.2 Program Evaluation Committee:**

The Noncredit Faculty representative appointed to the Program Evaluation Committee shall receive compensation for such membership and associated activities;

Compensation shall be at the non-instructional hourly rate of \$35;

Compensation shall not exceed 96 hours in any academic year;

Represents a monthly average of 8 hours, but is not a monthly limit.

The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee.

**10.1.3 Student Learning Outcome (SLO):** The Noncredit Faculty representative appointed to the SLO committee shall receive compensation for such membership and associated activities;

b) Compensation shall be at the non-instructional hourly rate listed above;

c) Compensation shall not exceed 36 hours in any academic year;

d) Represents a monthly average of 3 hours, but is not a monthly limit.

e) The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee

f) Compensation will be retroactive to July 1, 2021.

**10.1.4 CPC:** The District and FAN will meet and agree on compensable hours allocated to this committee membership when it is approved by the CPC.

### **11. Full-time Equivalent Agreement Required for Part-Time Community College Faculty**

Pursuant to Education Code Section 22138.5 (6) the full time equivalent for faculty is 25 hours of instruction per week.

### **12. Leave**

**12.1** Hourly noncredit faculty shall accrue sick leave at the rate of one (1) hour for each seventeen (17) hours of service. Such accumulated sick leave is available for use only after the member has taught thirty-six (36) hours.

**12.2** Adjunct faculty may claim up to 60% of their annually accrued sick leave, accumulated and carried over from the prior academic year, for use for Personal Necessity.

**12.3** All unused sick leave shall be cumulative from year to year unless there is a break in service of three (3) semesters or more. If adjunct employees become contract or regular employees, their accumulated sick leave shall remain credited to the employee.

### **Bereavement**

In the event of the death of an immediate family member, bereavement leave will be granted in proportion to the noncredit faculty members teaching load, equal to 60% of the individuals weekly teaching load, or full week if out of state travel is required

## **13. Jury Duty**

Hourly noncredit faculty shall receive jury duty leave in the same manner as provided for contract/regular faculty, in accordance with the provisions of District Board Policy 7340 - Leaves. When deemed necessary by the Vice President of Extended Learning, the District shall provide substitutes for the classes of those absent on jury duty.

## **14. Participation in Tax Sheltered Annuity Program (TSA)**

Noncredit faculty who regularly work half time or more for the SBCC School of Extended Learning shall be entitled to participate in the District's tax sheltered annuity plan (403b) program through college payroll deductions. Half-time for noncredit Extended Learning faculty shall be defined as 12.5 teaching hours or more per week in any term. Regular work is defined by Fall and Spring semester assignments exclusive of summer sessions or any other special assignments. Teaching during summer sessions does not affect eligibility for TSA participation. Initial participation for noncredit faculty requires completion of three consecutive semesters of 12.5 teaching hours per week. Participation thereafter requires an average load of 12.5 teaching hours per semester as described above every three consecutive semesters. Adjunct teaching in the SBCC credit and noncredit programs may be combined to meet the requirement of half-time teaching under this section.

## **15. Spring COVID MOU**

We expect that the SBCCPHD restrictions for COVID will still be in effect in Spring 2022 and thus the provisions of the Fall MOU would remain in effect for spring and they would apply until pandemic restrictions are lifted.

This includes: Faculty will receive \$40 per day teaching on campus, as a full stipend lump sum, based on scheduled on-campus days.

Payment for full semester classes in March

Payment for late start classes in May.



## 16. MoU Replaces and Supersedes Previous MoUs

This Memorandum of Understanding (MoU) replaces and supersedes all previous Memoranda of Understanding between the District and noncredit faculty regarding compensation and other rights accorded noncredit faculty by the District. This MoU shall remain in full force and effect up to and including June 30, 2019 and shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2023 or March 15 of subsequent years, of its request to modify, amend or terminate this MoU.

### FOR THE ASSOCIATION:



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Diana Musacchio  
Secretary  
Faculty Association Noncredit



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Sally Saenger  
President  
Faculty Association Noncredit

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Susan Braden  
Chief Negotiator  
Faculty Association Noncredit

### FOR THE DISTRICT:



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Michael Shanahan, Esq.  
Vice President, Human Resources  
Santa Barbara Community College District

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Carola Smith Interim Vice President,  
School of Extended Learning  
Santa Barbara Community College District

**Appendix A Salary Table 25 Noncredit Adjunct**

<b>STEP</b>	<b>LECTURE</b>	<b>DEGREE</b>	<b>LAB</b>	<b>ADV. DEGREE</b>
1	\$60.14	\$62.70	\$45.11	\$47.02
2	\$62.98	\$65.66	\$47.24	\$49.24
3	\$65.81	\$68.61	\$49.36	\$51.46
4	\$68.65	\$71.57	\$51.49	\$53.68
5	\$71.47	\$74.51	\$53.61	\$55.88
6	\$74.32	\$77.48	\$55.74	\$58.11
7	\$77.29	\$80.57	\$57.97	\$60.43
8	\$80.38	\$83.80	\$60.29	\$62.85
9	\$83.60	\$87.15	\$62.70	\$65.36

\*ADV. DEGREE LECTURE + 4.25% (4.25% is the average percent on Credit Table 11)

LAB 75%

STEPS 7, 8 and 9 reflect a flat 4% increase from the prior step

## Appendix B Evaluation Summary and Observation Report

### Noncredit Instructor

#### Evaluation Summary

Name: \_\_\_\_\_ (*Please print evaluatee's name*) Semester/Year: \_\_\_\_\_

#### Overall Evaluation:

- Satisfactory** with regard to each of the applicable District Performance Criteria
- Needs Improvement** with regard to each of the applicable District Performance Criteria.  
(Include Plan for Improvement as outlined in MoU for Noncredit Instructors).
- Substandard** with regard to each of the applicable District Performance Criteria.

#### Acknowledgment of Receipt:

Evaluatee: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(*print name*)

By signing above, the evaluatee acknowledges: I have received this evaluation and understand that I have ten days from this date to submit an optional addendum to the evaluation packet. My signature does not necessarily indicate agreement with the content.

Area V.P.: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(*print name*)

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(*print name*)

**Noncredit Instructor  
Observation Report**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Please print evaluatee's name)* *(Date of observation)*

**Course:** \_\_\_\_\_

<p>I. Currency and Depth of Knowledge:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>
<p>II. Methods and Techniques of Instruction/Responsiveness to Students:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>
<p>III. Organizational Skills:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>
<p>IV. Professional Responsibilities:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>

*\*Comments regarding performance that does not meet expectations should include specific citations of weakness and specific recommendations for improvement.*

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT:**

**Evaluatee:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

By signing above, the evaluatee acknowledges: I have received this evaluation and understand that I have ten days from this date to submit an optional addendum to the evaluation packet. My signature does not necessarily indicate agreement with the content.

## Observation Criteria

The following criteria are provided to assist the evaluator in the preparation of the observation report. Effective performance may include, but is not limited to the following:

### Currency and Depth of Knowledge

- Material presented relates to course and class outlines (COR)
- Material presented requires students to generalize, compare, contrast, analyze or synthesize
- Material is presented at a level promoting student understanding
- Identifies questions appropriate to the course or current discussion

### Methods and Techniques of Instruction/Responsiveness to Students

- Engaged students so they remain for entire class/laboratory session
- Employs visual aids/handouts
- Instructor talks to the class
- Talks to the class using understandable vocabulary and patterns of speech
- Nonverbal communication supports instruction and sustains attention
- Humor, voice levels and eye contact are used appropriately
- Divergent points of view are noted where appropriate for understanding
- Students are addressed by name
- Questions are used to engage students
- Key student contributions are summarized
- Promotes positive attitudes of students toward fellow students
- Responds positively to student nonverbal clues indicating boredom, curiosity, confusion, or frustration

### Organizational Skills

- Handled students coming late/leaving early appropriately
- Instructor arrives on time and holds class for the assigned time
- Sufficient time is given for responses to and from students
- Visual aids/handouts are visible, clear, and organized
- Instructor responds to individual/group needs

### Professional Responsibilities

- Submits required materials (course syllabi, rosters, grades) in a timely manner
- Participates in the assessment of the effectiveness of student learning